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Roebbelin Contracting, Inc.

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re
PG&E Corporation,
Debtor-in-Possession.

Case No. 19-30088-DM
Chapter 11
Hon. Dennis Montali

In re
Pacific Gas and Electric Company
Debtor-in-Possession.

Case No. 19-30089-DM
Chapter 11
Hon. Dennis Montali

- Affects PG&E Corporation
 - Affects Pacific Gas & Electric Company
 - Affects both Debtors

**ROEBBELEN CONTRACTING, INC.'S
FOURTH NOTICE OF CONTINUED
PERFECTION OF MECHANICS LIEN
PURSUANT TO 11 U.S.C. § 546(b)(2)**

Roebbelon Contracting, Inc. (“Roebbelon”) hereby files its Fourth Notice of Continued Perfection of Mechanics’ Lien Pursuant to 11 U.S.C. § 546(b)(2) (the “Notice”) and in support thereof states as follows:

ROEBBELEN CONTRACTING, INC.'S FOURTH NOTICE OF CONTINUED PERFECTION OF
MECHANICS LIEN PURSUANT TO 11 U.S.C. § 546(b)(2)

1 1. On January 29, 2019 (the “Petition Date”), the above-captioned debtors (the
2 “Debtors”) filed voluntary Chapter 11 bankruptcy petitions.

3 2. As of the Petition Date, Roebbelan had approximately 80 projects under
4 construction in support of the Debtors’ strategic initiatives of safety, reliability, affordability, and
5 consumer focus. The improvements performed by Roebbelan are designed to result in quicker
6 response times, improved vehicle maintenance, better logistics for replacement materials, hazardous
7 materials storage, and improvements to dispatch conference centers, including solutions for
8 mapping, tracking outages, and safety trainings. Roebbelan’s work also relates to a security program
9 for these same facilities, which Roebbelan is informed and believes have been identified by the
10 Department of Homeland Security as known targets, including upgrading their fencing and security
11 systems to meet improved security standards.

12 3. Before and after the Petition Date, Roebbelan has provided labor, services,
13 equipment, and materials for works of improvement owned by Pacific Gas & Electric Company
14 located in Santa Clara County, California (among others). Roebbelan has lien rights (the “Lien”)
15 related to these works of improvement. *See* Cal. Civ. Code § 8050(a) (defining works of
16 improvement).

17 4. Through the filing of this Notice, the amount owing to Roebbelan on account of the
18 Lien is at least \$170,865.63 (calculated as the original lien amount of \$190,792.92 less a partial release
19 in the amount of \$19,927.29), not including interest and other charges, with additional amounts
20 accrued and owed after the filing of this Notice.

21 5. Roebbelan properly perfected its Lien pursuant to California Civil Code §§ 8400 *et.*
22 *seq.* by timely recording its Lien in the above-named counties. *See* Cal. Civ. Code § 8412 (establishing
23 deadlines for contractor to record lien claims). Roebbelan has also filed a partial release reflecting a
24 downward adjustment to the amount originally claimed in the Lien. Authentic copies of the Lien
25 and partial release are attached to this Notice as **Exhibit A**.¹

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¹ To the extent that there is a discrepancy as to any of the information contained within this
28 Notice, the attached recorded documents shall control. Roebbelan reserves the right to modify the
Lien, such as to increase or decrease the amount.

1 6. Pursuant to California Civil Code § 8460, an action to enforce a lien must be filed
2 within 90 days after recordation of the lien. The automatic stay imposed by 11 U.S.C. § 362(a)
3 precludes Roebbelon from filing an action to enforce its Lien. When applicable law requires
4 commencement of an action to perfect, maintain, or continue the perfection of an interest in
5 property, and the action was not filed prior to the bankruptcy petition date, then the claimant must
6 instead give notice within the time fixed by law for filing the action. 11 U.S.C. § 546(b); *Village*
7 *Nurseries v. Gould (In re Baldwin Builders)*, 232 B.R. 406, 410–15 (B.A.P. 9th Cir. 1999); *see Village*
8 *Nurseries v. Greenbaum*, 101 Cal. App. 4th 26 (2002).

9 7. Roebbelon hereby provides notice of its rights as a perfected lienholder pursuant to
10 California's law as to the Lien. To comply with all applicable law, including California state law and
11 bankruptcy law, 11 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), Roebbelon is filing and serving this
12 Notice to preserve, perfect, maintain, and continue the perfection of its Lien and its lien rights in the
13 properties identified therein. This Notice constitutes the legal equivalent of having commenced an
14 action to foreclose the Lien in the proper court. Roebbelon intends to enforce its lien rights to the
15 fullest extent permitted by law. The interests perfected, maintained, and/or continued by the Lien
16 extend to the proceeds, products, rents, and profits of the liened properties.

17 8. Roebbelon reserves all rights, including the right to amend or supplement this
18 Notice.

19 Dated May 31, 2019

FINESTONE HAYES LLP

20 _____
21 /s/ *Ryan A. Witthans*
22 Ryan A. Witthans
23 Counsel for Creditor
24 Roebbelon Contracting, Inc.
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ROEBBELEN CONTRACTING, INC.'S FOURTH NOTICE OF CONTINUED PERFECTION OF
MECHANICS LIEN PURSUANT TO 11 U.S.C. § 546(b)(2)

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